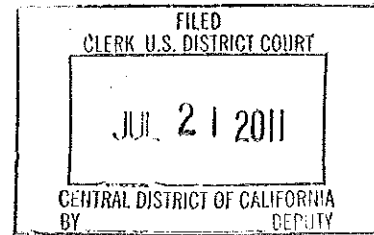


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 Disney Enterprises, Inc.

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

Warner Bros. Entertainment Inc., Disney
 Enterprises, Inc., and The Muppets
 Studio, LLC,

Plaintiffs,

v.

Danny Garcia; Albert Martinez, an
 individual and d/b/a Remember Me DVD
 and www.rememberme-dvd.com and
 Does 1 through 10, inclusive,

Defendants.

Case No. **CV 11-06019 SVW (FMOX)**

COMPLAINT FOR COPYRIGHT
 INFRINGEMENT; TRADEMARK
 INFRINGEMENT; UNFAIR
 COMPETITION; TRADEMARK
 DILUTION; DECLARATORY
 RELIEF

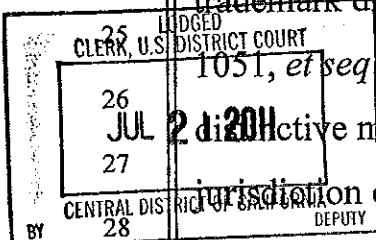
DEMAND FOR A JURY TRIAL

Plaintiffs Warner Bros. Entertainment Inc. ("Warner Bros."), Disney
 Enterprises, Inc. ("Disney"), and The Muppets Studio, LLC ("Muppets")
 (collectively "Plaintiffs") for their Complaint allege as follows:

Allegations Common to All Claims for Relief

A. Jurisdiction and Venue

1. The claims for trademark infringement, unfair competition and
 trademark dilution under the Lanham Trademark Act, as amended, 15 U.S.C., §
 1051, *et seq.*, allege the unauthorized use in interstate commerce of famous and
 distinctive marks, false designations of origin and trademark dilution. The Court has
 jurisdiction over the subject matter of these claims pursuant to 15 U.S.C. § 1121 and



COPY

1 28 U.S.C. § 1331 and § 1338. The cause of action for copyright infringement arises
2 pursuant to 17 U.S.C. § 101, *et seq.* The Court has jurisdiction over the subject
3 matter pursuant to 28 U.S.C. § 1331 and § 1338(a). The remaining causes of action
4 for unfair competition and trademark dilution under California state law arise under
5 the laws of the State of California. The Court has jurisdiction over these substantial
6 and related claims pursuant to 28 U.S.C. § 1338(b) and § 1367.

7 2. Venue in the Central District of California is proper pursuant to 28
8 U.S.C. § 1391(b), § 1392 and § 1400(a).

9 **B. Introduction**

10 3. Plaintiffs produce, distribute and/or own various creative works,
11 including, but not limited to, motion pictures and television shows (the “Warner
12 Bros. Works,” the “Disney Works,” and the “Muppets Works”) (collectively the
13 “Plaintiffs’ Works”) that are entitled to copyright protection and which feature certain
14 trademarks used to identify Plaintiffs, respectively, in commerce (the “Warner Bros.
15 Trademarks,” the “Disney Trademarks,” and the “Muppets Trademarks”)
16 (collectively the “Plaintiffs’ Trademarks”). Defendants, through various brick-and-
17 mortar and online venues, such as www.rememberme-dvd.com (the “Website”),
18 manufacture, distribute, promote, offer for sale and sell unauthorized copies of the
19 Plaintiffs’ Works featuring the Plaintiffs’ Trademarks (the “Unauthorized Media
20 Product”). Plaintiffs are informed and believe and based thereon allege that this
21 infringement activity is systematic and willful. Plaintiffs ask that this Court enjoin
22 that activity and order Defendants to pay damages to Plaintiffs.

23 **C. Plaintiffs**

24 4. Warner Bros. is a corporation duly organized and existing under the
25 laws of the State of Delaware, having its principal place of business in Burbank,
26 California.

1 5. Warner Bros. and certain of its affiliated companies are engaged in a
2 variety of businesses including, without limitation, the production and distribution of
3 motion pictures and television programs.

4 6. Warner Bros. owns exclusive rights under the Copyright Act to the
5 Warner Bros. Works, including the rights to reproduce, distribute or license the
6 reproduction and distribution of the motion pictures in video format in the United
7 States, including, but not limited to, those copyrights that are the subject of the
8 following copyright registrations, which are attached hereto as Exhibit "A". Video
9 format includes video cassettes, video laser discs, digital versatile discs ("DVDs"),
10 video compact discs ("VCDs") and Blu-ray discs.

11 7. Warner Bros. also owns all rights, title, and interest in and to, and holds
12 the exclusive rights to market and sell merchandise, including, but not limited to,
13 DVDs, bearing the Warner Bros. Trademarks. Warner Bros. has adopted one or
14 more of the Warner Bros. Trademarks for diverse articles and registered its
15 trademarks with the U.S. Patent and Trademark Office. Some of those trademarks
16 have been used continuously for several decades. Each year Warner Bros. spends
17 millions of dollars to develop and maintain the considerable goodwill it enjoys in its
18 trademarks and in its reputation for high quality. Some, but not all, of the Warner
19 Bros. Trademarks are attached hereto as Exhibit "B."

20 8. Disney is a corporation duly organized and existing under the laws of
21 the State of Delaware, having its principal place of business in Burbank, California.

22 9. Disney and certain of its affiliated companies are engaged in a variety of
23 businesses including, without limitation, the production and distribution of motion
24 pictures and television programs.

25 10. Disney owns exclusive rights under the Copyright Act to the Disney
26 Works, including the rights to reproduce, distribute or license the reproduction and
27 distribution of the motion pictures in video format in the United States, including,
28 but not limited to those copyrights that are the subject of the following copyright

1 registrations, which are attached hereto as Exhibit "C." Video format includes
2 video cassettes, video laser discs, DVDs, VCDs and Blu-ray discs.

3 11. Disney also owns all rights, title, and interest in and to, and holds the
4 exclusive rights to market and sell merchandise, including, but not limited to,
5 DVDs, bearing the Disney Trademarks. Disney has adopted one or more of the
6 Disney Trademarks for diverse articles and registered its trademarks with the U.S.
7 Patent and Trademark Office. Some of those trademarks have been used
8 continuously for several decades. Each year Disney spends millions of dollars to
9 develop and maintain the considerable goodwill it enjoys in its Trademarks and in
10 its reputation for high quality. Some, but not all, of the Disney Trademarks are
11 attached hereto as Exhibit "D."

12 12. Muppets is a corporation duly organized and existing under the laws
13 of the State of Delaware, having its principal place of business in Burbank,
14 California.

15 13. Muppets and certain of its affiliated companies are engaged in a variety
16 of businesses including, without limitation, the production and distribution of motion
17 pictures and television programs.

18 14. Muppets owns exclusive rights under the Copyright Act to the
19 Muppets Works, including the rights to reproduce, distribute or license the
20 reproduction and distribution of the motion pictures in video format in the United
21 States, including, but not limited to those copyrights that are the subject of the
22 following copyright registrations, which are attached hereto as Exhibit "E." Video
23 format includes video cassettes, video laser discs, DVDs, VCDs and Blu-ray discs.

24 15. Muppets also owns all rights, title, and interest in and to, and holds the
25 exclusive rights to market and sell merchandise, including, but not limited to,
26 DVDs, bearing the Muppets Trademarks. Muppets has adopted one or more of the
27 Muppets Trademarks for diverse articles and registered its trademarks with the U.S.
28 Patent and Trademark Office. Some of those trademarks have been used

1 continuously for several decades. Each year Muppets spends millions of dollars to
2 develop and maintain the considerable goodwill it enjoys in its Trademarks and in
3 its reputation for high quality. Some, but not all, of the Muppets Trademarks are
4 attached hereto as Exhibit "F."

5 16. The expression and other distinctive features of the Plaintiffs' Works
6 are wholly original with Plaintiffs, their licensors and/or assignors and, as fixed in
7 various tangible media, are copyrightable subject matter under the Copyright Act.

8 17. Plaintiffs, or any predecessor-in-interest, have complied in all respects
9 with the laws governing copyright and have secured the exclusive rights and
10 privileges in and to the Plaintiffs' Works, and Plaintiffs hold certificates of
11 registration and/or secured exclusive licenses or assignments to reproduce,
12 distribute and license the Plaintiffs' Works throughout the United States.

13 18. The Plaintiffs' Works have been manufactured, sold and/or otherwise
14 distributed in conformity with the provisions of the copyright laws. Plaintiffs and
15 those acting under their authority have complied with their obligations under the
16 copyright laws and Plaintiffs, in their own right or as successor-in-interest, have at
17 all times been and still are the sole proprietors or otherwise authorized to enforce all
18 right, title and interest in and to the copyrights or to enforce their exclusive rights
19 for home video distribution in each of the Plaintiffs' Works.

20 19. The Plaintiffs' Trademarks are all valid, extant and in full force and
21 effect. The Plaintiffs' Trademarks are all exclusively owned by Plaintiffs.
22 Plaintiffs have continuously used each of the Plaintiffs' Trademarks from the
23 registration date, or earlier, until the present time and at all times relevant to the
24 claims alleged in this Complaint.

25 20. As a result of advertising and sales, together with longstanding
26 consumer acceptance, the Plaintiffs' Trademarks identify Plaintiffs' products and
27 authorized sales of these products. The Plaintiffs' Trademarks have each acquired
28 secondary meaning in the minds of consumers throughout the United States and

1 the world. (Plaintiffs' Works and Plaintiffs' Trademarks are hereinafter referred
2 to collectively as "Plaintiffs' Properties.")

3 **D. Defendants**

4 21. Defendant Danny Garcia ("Garcia") is an individual. Plaintiffs are
5 informed and believe that Garcia is a resident of the County of Los Angeles, in the
6 State of California. Plaintiffs are further informed and believe, and upon that basis
7 allege, that Garcia does business as a vendor at the Frank & Son Collectible Show,
8 located in the City of Industry, in the State of California. Garcia does business in
9 this judicial district through offers and sales of the Unauthorized Media Product in
10 the City and County of Los Angeles, among other places.

11 22. Defendant Albert Martinez, an individual and doing business as
12 Remember Me DVD and www.rememberme-dvd.com ("Martinez"). Plaintiffs are
13 informed and believe that Martinez is a resident of Whittier, in the State of
14 California. Plaintiffs are further informed and believe, and upon that basis allege,
15 that Martinez transacts business as www.rememberme-dvd.com and Remember Me
16 DVD, and also does business as a vendor at the Frank & Son Collectible Show,
17 located in the City of Industry, in the State of California. Martinez does business in
18 this judicial district through offers and sales of the Unauthorized Media Product in
19 the City and County of Los Angeles, among other places.

20 23. Upon information and belief, Does 1 - 10 are either entities or
21 individuals who are residents of or present in this judicial district, and are subject to
22 the jurisdiction of the Court. Upon information and belief, Does 1 - 10 are principals,
23 supervisory employees, or suppliers of one or the other named defendants or other
24 entities or individuals who are, in this judicial district, manufacturing, distributing,
25 selling and/or offering for sale merchandise which infringes the Plaintiffs' Works.
26 The identities of the various Does are unknown to Plaintiffs at this time. The
27 Complaint will be amended to include the names of such individuals when identified.
28 Garcia, Martinez and Does 1 - 10 are collectively referred to herein as "Defendants."

1 **E. Defendants' Infringing Activities**

2 24. Defendants have copied, manufactured, reproduced, distributed,
3 advertised and/or sold and continue to copy, manufacture, reproduce, distribute,
4 advertise and/or sell unauthorized copies of motion pictures owned by Plaintiffs,
5 including, but not necessarily limited to, the Plaintiffs' Works identified in
6 paragraphs 6 and 10, above, and Exhibits A and C, attached hereto. Defendants'
7 unauthorized product depicts substantially or confusingly similar likeness of
8 Plaintiffs' Trademarks, identified in paragraphs 7 and 11, above, and Exhibits B and
9 D, attached hereto. Defendants do so using the Website as well as through retail
10 booths at the Frank & Son Collectible Show. The copies sold by Defendants are
11 obviously counterfeit. The packaging fails to conform with packaging characteristics
12 of Plaintiffs' home video product, and the discs do not contain the file structure
13 characteristics of legitimate product.

14 25. Defendants have not been authorized by Plaintiffs to copy, manufacture,
15 reproduce, distribute, advertise, sell or offer for sale any of the Plaintiffs' Works or
16 any product featuring the Plaintiffs' Trademarks.

17 26. By engaging in this conduct, Defendants have acted in willful disregard
18 of laws protecting the Plaintiffs' goodwill and related intellectual and proprietary
19 rights. Defendants have confused and deceived, or threaten to confuse and deceive,
20 the consuming public concerning the source and sponsorship of the products. By
21 their wrongful conduct, Defendants have traded upon and diminished Plaintiffs'
22 goodwill. Plaintiffs have sustained and will continue to sustain substantial damage to
23 the value of their creative works, specifically including the Plaintiffs' Works and
24 Plaintiffs' Trademarks.

25 **FIRST CLAIM FOR RELIEF**

26 **(For Copyright Infringement)**

27 27. Plaintiffs repeat and reallege all of the allegations contained in
28 paragraphs 1 through 26, inclusive, as though set forth herein in full.

1 28. Plaintiffs are informed and believe, and upon that basis allege, that the
2 Defendants have each obtained gains, profits and advantages as a result of their
3 infringing acts in amounts within the jurisdiction of the Court.

4 29. Plaintiffs are informed and believe, and upon that basis allege, that they
5 have suffered and continue to suffer direct and actual damages as a result of
6 Defendants' infringing conduct as alleged herein, in amounts within the jurisdiction
7 of this Court. In order to determine the full extent of such damages, including such
8 profits as may be recoverable under 17 U.S.C. § 504, Plaintiffs will require an
9 accounting from each Defendant of all monies generated from the manufacture,
10 importation, distribution and/or sale of the Unauthorized Media Product as alleged
11 herein. In the alternative, Plaintiffs may elect to recover, for each of their respective
12 copyrighted works infringed, statutory damages pursuant to 17 U.S.C. § 504(c).

13 30. Plaintiffs have no other adequate remedy at law and have suffered and
14 continue to suffer irreparable harm and damage as a result of the above-described
15 acts. Plaintiffs are informed and believe, and upon that basis allege, that, unless
16 enjoined by the Court, the unlawful infringement by Defendants of the Plaintiffs'
17 Works will continue with irreparable harm and damage to Plaintiffs. Accordingly,
18 Plaintiffs seek and request preliminary and permanent injunctive relief pursuant to 17
19 U.S.C § 502.

20 31. By reason of the foregoing, Plaintiffs have incurred and will continue to
21 incur attorneys' fees and other costs in connection with the prosecution of its claims
22 herein, which attorneys' fees and costs Plaintiffs are entitled to recover from the
23 Defendants, and each of them, pursuant to 17 U.S.C. § 505.

24 **SECOND CLAIM FOR RELIEF**

25 **(For Trademark Infringement)**

26 32. Plaintiffs repeat and reallege all of the allegations contained in
27 paragraphs 1 through 31, inclusive, as though set forth herein in full.

1 33. Defendants' manufacture, importation, advertisement, display,
2 promotion, marketing, distribution, sale and/or offer for sale of the Unauthorized
3 Media Product is likely to cause confusion or to cause mistake or to deceive the
4 relevant public and trade regarding the affiliation, sponsorship, endorsement or
5 approval of the Unauthorized Media Product by Plaintiffs. Such confusion, mistake
6 and deception is aggravated by the confusing similarity between Plaintiffs'
7 Trademarks and the use of substantially identical likenesses on the Unauthorized
8 Media Product in the same type of goods made, imported and sold by or under
9 authority of Plaintiffs.

10 34. Plaintiffs are informed and believe and, upon that basis allege, that
11 Defendants, and each of them, acted with knowledge of the federally registered
12 trademarks alleged herein and of the valuable goodwill Plaintiffs enjoy in connection
13 therewith, with intent to confuse, mislead and deceive the public into believing that
14 the Unauthorized Media Product was made, imported and sold by Plaintiffs, or are in
15 some other manner, approved or endorsed by Plaintiffs.

16 35. Plaintiffs have suffered and continues to suffer irreparable harm and
17 damage as a result of Defendants' acts of trademark infringement in amounts thus far
18 not determined but within the jurisdiction of this Court, which amounts should each
19 be trebled pursuant to 15 U.S.C. § 1117. In order to determine the full extent of such
20 damages, including such profits as may be recoverable under 15 U.S.C. § 1117,
21 Plaintiffs will require an accounting from each Defendant of all monies generated
22 from the manufacture, importation, distribution and/or sale of the Unauthorized
23 Media Product as alleged herein. In the alternative, Plaintiffs may elect to recover
24 statutory damages pursuant to 15 U.S.C. § 1117(c).

25 36. Plaintiffs have no other adequate remedy at law and have suffered and
26 continue to suffer irreparable harm and damage as a result of the above-described
27 acts of infringement. Plaintiffs are informed and believe, and upon that basis allege,
28 that, unless enjoined by the Court, the unlawful infringement will continue with

1 irreparable harm and damage to Plaintiffs. Accordingly, Plaintiffs seek and request
2 preliminary and permanent injunctive relief pursuant to 15 U.S.C § 1116.

3 37. By reason of the foregoing, Plaintiffs have incurred and will continue to
4 incur attorneys' fees and other costs in connection with the prosecution of its claims
5 herein, which attorneys' fees and costs Plaintiffs are entitled to recover from
6 Defendants, and each of them, pursuant to 15 U.S.C. § 1117(c).

7 **THIRD CLAIM FOR RELIEF**

8 **(For Unfair Competition)**

9 38. Plaintiffs repeat and reallege all of the allegations contained in
10 paragraphs 1 through 37, inclusive, as though set forth herein in full.

11 39. Plaintiffs own all rights, title and interest in and to the trademarks, trade
12 names, service marks, artwork, characters and other distinctive elements for and
13 incorporating Plaintiffs' Properties.

14 40. Plaintiffs' Properties have each acquired a secondary and distinctive
15 meaning among the public, which has come to identify Plaintiffs' Properties, and
16 each of them, through various media, including films, books, television, theme parks,
17 magazines and other sources, and through the distribution and sale of authorized
18 merchandise, and the distinctive features of each of, as designating products
19 associated with Plaintiffs. As a result of the extensive advertising, media exposure,
20 sales and public recognition of Plaintiffs' Properties, combined with the positive
21 experiences of the public in its relationship with Plaintiffs, Plaintiffs' Properties are
22 each symbolic of Plaintiffs and representative of the image which the public has of
23 Plaintiffs.

24 41. Plaintiffs are informed and believe, and upon that basis allege, that
25 Defendants, and each of them, have, without permission, authority or license from
26 Plaintiffs, or their licensees, affixed, applied and/or used in connection with the
27 manufacture, importation, advertisement, display, promotion, marketing,
28 distribution, sale and/or offer for sale, false descriptions and representations

1 including words or other symbols which tend falsely to describe or represent such
2 goods as Plaintiffs' and/or affiliated with Plaintiffs, and have caused the entry of
3 such goods into interstate commerce with full knowledge of the falsity of such
4 designations of origin and such descriptions and representations, all to the detriment
5 of Plaintiffs. Defendants, and each of them, by misappropriating and using one or
6 more of the Plaintiffs' Properties, have misrepresented and falsely described to the
7 general public the origin, source, association, affiliation or sponsorship of their
8 goods so as to create the likelihood of confusion by the ultimate purchaser as to both
9 the source and sponsorship of said goods.

10 42. Plaintiffs are informed and believe, and upon that basis alleges, that the
11 Unauthorized Media Product being manufactured, imported, advertised, marketed,
12 displayed, distributed, sold and/or offered for sale by Defendants, and each of them,
13 are of inferior quality and that the sale and/or offer for sale thereof will be damaging
14 to and dilute the goodwill and reputation of Plaintiffs, respectively.

15 43. Defendants' acts and conduct, as alleged herein, including, without
16 limitation, the Defendants' duplication and imitation of the Plaintiffs' Properties, are
17 business practices likely to deceive or confuse the purchasing public and trade upon
18 Plaintiffs' reputations, both as to the source, origin, sponsorship and approval of the
19 goods provided and as to the affiliation, connection or association of Defendants, and
20 each of them, with Plaintiffs and constitute acts of unfair competition, false
21 designation of origin and false representation of affiliation, all in violation of 15
22 U.S.C. § 1125 (a). Plaintiffs are informed and believe, and upon that basis allege,
23 that each of Defendants' respective acts of reputation appropriation and unfair
24 competition was willful.

25 44. Plaintiffs have no adequate remedy at law and have suffered and
26 continue to suffer irreparable harm and damage as a result of Defendants' respective
27 acts of unfair competition in amounts thus far not determined but within the
28

1 jurisdiction of this Court, which amounts should each be trebled pursuant to 15
2 U.S.C. § 1117.

3 45. Plaintiffs are informed and believe, and upon that basis allege, that
4 unless enjoined by the Court the confusion and deception alleged above and the
5 likelihood thereof will continue with irreparable harm and damage to Plaintiffs.
6 Accordingly, Plaintiffs seek and request preliminary and permanent injunctive relief
7 pursuant to 15 U.S.C. § 1116.

8 46. Plaintiffs are informed and believe, and upon that basis allege, that
9 Defendants have each obtained gains, profits and advantages as a result of their
10 wrongful acts of unfair competition in amounts not thus far determined but within
11 the jurisdiction of this Court, which amounts should each be trebled, pursuant to 15
12 U.S.C. § 1117.

13 47. In order to determine the full extent of such damages, including such
14 profits as may be recoverable; Plaintiffs require an accounting from each Defendant
15 of all monies generated from the manufacture, importation, distribution and/or sale
16 of the Unauthorized Media Product.

17 48. By reason of the foregoing, Plaintiffs have incurred and will continue to
18 incur attorneys' fees and other costs in connection with the prosecution of their
19 claims herein, which attorneys' fees and costs Plaintiffs are entitled to recover from
20 the Defendants, and each of them, pursuant to 15 U.S.C. § 1117.

21 **FOURTH CLAIM FOR RELIEF**

22 **(For Trademark Dilution)**

23 49. Plaintiffs repeat and reallege all of the allegations contained in
24 paragraphs 1 through 48, inclusive, as though set forth in full herein.

25 50. The extensive advertising, media exposure, sales and public recognition
26 of Plaintiffs' Trademarks, combined with the positive experiences of the public in its
27 relationships with Plaintiffs, have made Plaintiffs' Trademarks each famous and
28

1 distinctive marks that are symbolic of Plaintiffs and representative of the image the
2 public has of Plaintiffs, respectively.

3 51. Plaintiffs' Trademarks are extraordinarily famous and well known
4 throughout the United States and elsewhere, having been used extensively by
5 Plaintiffs. By reason of Plaintiffs' extensive use of the Trademarks, each has
6 become highly distinctive of Plaintiffs' goods and services and is uniquely and
7 exclusively associated with Plaintiffs, respectively. Plaintiffs' Trademarks are
8 famous marks within the purview of Section 43(c) of the Lanham Act, 15 U.S.C. §
9 1125(c).

10 52. Defendants' acts and conduct, as alleged herein, including Defendants'
11 use of Plaintiffs' Trademarks on and in connection with the manufacture,
12 importation, advertisement, display, distribution, sale and/or offer for sale of the
13 Unauthorized Media Product are commercial business practices which trade on
14 Plaintiffs' reputations and cause dilution of one or more of each of the famous,
15 distinctive and pre-existing Trademarks, by lessening the capacity of these marks to
16 exclusively identify and to distinguish Plaintiffs and their goods and services, and
17 constitute dilution, all in violation of Section 43(c) of the Lanham Act, 15 U.S.C. §
18 1125(c). Plaintiffs are informed and believe, and upon that basis allege, that each of
19 Defendants' acts of trademark dilution and reputational appropriation was willful
20 and that each Defendants willfully intended to reap the benefit of Plaintiffs'
21 goodwill, trade upon Plaintiffs' reputations and/or dilute the distinctiveness of one or
22 more of Plaintiffs' famous and distinctive Trademarks.

23 53. Plaintiffs are informed and believe, and upon that basis allege, that
24 unless enjoined by the Court, Defendants' unlawful and unauthorized acts in
25 violation of Section 43(c) of the Lanham Act will continue to cause dilution of one or
26 more of Plaintiffs' Trademarks with the corresponding irreparable harm and damage
27 to Plaintiffs. Accordingly, Plaintiffs seek preliminary and permanent injunctive
28 relief pursuant to 15 U.S.C. § 1116.

1 54. Plaintiffs have no adequate remedy at law and have suffered and
2 continue to suffer irreparable harm and damage as a result of Defendants' acts of
3 trademark dilution in amounts thus far not determined, but within the jurisdiction of
4 this Court, which amounts should be trebled pursuant to 15 U.S.C. § 1116.

5 55. Plaintiffs are informed and believe, and upon that basis allege, that
6 Defendants have each obtained gains, profits and advantages as a result of their
7 wrongful acts of trademark dilution in amounts thus far not determined but within
8 the jurisdiction of this Court, which amounts should be trebled pursuant to 15 U.S.C.
9 § 1117.

10 56. In order to determine the full extent of such damages, including such
11 profits as may be recoverable, Plaintiffs will require an accounting from each
12 Defendant of all monies generated from the manufacture, importation, distribution
13 and/or sale of the diluting items alleged herein.

14 57. By reason of the foregoing, Plaintiffs have incurred and will continue to
15 incur attorneys' fees and other costs in connection with the prosecution of their
16 claims herein, which attorneys' fees and costs Plaintiffs are entitled to recover from
17 Defendants, and each of them, pursuant to 15 U.S.C. § 1117.

18 **FIFTH CLAIM FOR RELIEF**

19 **(For State Law Unfair Competition)**

20 58. Plaintiffs repeat and reallege all the allegations contained in paragraphs
21 1 through 57, inclusive, as though set forth herein in full.

22 59. As alleged above, each of Plaintiffs' Properties has acquired secondary
23 meaning indicative of origin, relationship, sponsorship and/or association with
24 Plaintiffs, respectively. The purchasing public is likely to attribute to Plaintiffs the
25 use by Defendants and/or their customers, of one or more of Plaintiffs' Properties, as
26 a source of origin, authorization and/or sponsorship for Defendants and/or their
27 customers' goods and therefore to purchase such goods based upon that erroneous
28 belief.

1 60. Plaintiffs are informed and believe, and upon that basis allege, that
2 Defendants, and each of them, have intentionally appropriated one or more of
3 Plaintiffs' Properties with the intent of causing confusion, mistake and deception as
4 to the source of their and/or their third party wholesale customers' goods and with
5 the intent to palm off such goods as those of Plaintiffs and, as such, Defendants have
6 each committed trademark infringement, misleading advertising and unfair
7 competition, all in violation of the California Unfair Business Practices Act, Cal.
8 Bus. & Prof. Code, § 17200, *et seq.*

9 61. Plaintiffs have no adequate remedy at law and have suffered and
10 continue to suffer irreparable harm and damage as a result of each of Defendants'
11 acts in an amount thus far not determined but within the jurisdiction of this Court.

12 62. Plaintiffs are informed and believe, and upon that basis allege, that
13 unless enjoined by the Court, the confusion and deception alleged herein and the
14 likelihood thereof will continue with irreparable harm and damage to Plaintiffs.

15 63. Plaintiffs are informed and believe, and upon that basis allege, that
16 Defendants have each unlawfully and wrongfully derived and will continue to derive
17 income, gains, profits and advantages as a result of their wrongful acts of unfair
18 competition, in amounts thus far not determined but within the jurisdiction of this
19 Court. Plaintiffs are informed and believe, and upon that basis allege, that they have
20 lost and will continue to lose profits and goodwill as a result of Defendants' conduct.

21 64. By reason of the foregoing acts of unfair competition, Plaintiffs are
22 entitled to restitution from each Defendant of all income, gains, profits and
23 advantages resulting from their wrongful conduct in amounts to be determined
24 according to proof at trial.

25 65. In order to determine the full extent of such damages, including such
26 profits as may be recoverable, Disney will require an accounting from each
27 Defendant of all monies generated from the manufacture, importation, distribution
28 and/or sale of the Unauthorized Media Product.

1 1. Directly or indirectly infringing Plaintiffs' Properties in any
2 manner, including generally, but not limited to, manufacture, importation,
3 distribution, advertising, selling and/or offering for sale any merchandise
4 which infringes the said Plaintiffs' Properties, and, specifically:

5 2. Importing, manufacturing, distributing, advertising, selling and/or
6 offering for sale the Unauthorized Media Product or any other unauthorized
7 products which picture, reproduce, copy or use the likenesses of or bear a
8 confusing and/or substantial similarity to any of Plaintiffs' Properties;

9 3. Importing, manufacturing, distributing, advertising, selling and/or
10 offering for sale in connection thereto any unauthorized promotional materials,
11 labels, packaging or containers which picture, reproduce, copy or use the
12 likenesses of or bear a confusing and/or substantial similarity to any of
13 Plaintiffs' Properties;

14 4. Engaging in any conduct that tends falsely to represent that, or is
15 likely to confuse, mislead or deceive purchasers, Defendants' customers
16 and/or members of the public to believe the actions of Defendants, the
17 products sold by Defendants, or Defendants themselves are connected with
18 Plaintiffs, are sponsored, approved or licensed by Plaintiffs or are in some way
19 affiliated with Plaintiffs;

20 5. Affixing, applying, annexing or using in connection with the
21 importation, manufacture, distribution, advertising, sale and/or offer for sale or
22 other use of any goods or services, a false description or representation,
23 including words or other symbols, tending to falsely describe or represent such
24 goods as being those of Plaintiffs;

25 6. Otherwise competing unfairly with Plaintiffs in any manner;

26 7. Destroying or otherwise disposing of

27 a. Merchandise falsely bearing Plaintiffs' Properties;

1 b. Any other products which picture, reproduce, copy or use
2 the likenesses of or bear a substantial similarity to any of Plaintiffs'
3 Properties;

4 c. Any labels, packages, wrappers, containers or any other
5 unauthorized promotion or advertising material item which reproduces,
6 copies, counterfeits, imitates or bears any of Plaintiffs' Properties;

7 d. Any molds, screens, patterns, plates, negatives or other
8 elements used for making or manufacturing products bearing Plaintiffs'
9 Properties;

10 e. Any sales and supply or customer journals, ledgers,
11 invoices, purchase orders, inventory control documents, bank records,
12 catalogs and all other business records, believed to concern the
13 manufacture, purchase, advertising, sale or offering for sale of the
14 Unauthorized Media Product;

15 B. That Plaintiffs and their designees are authorized to seize the following
16 items which are in Defendants' possession, custody or control:

17 1. All unauthorized products bearing Plaintiffs' Properties, or
18 likenesses thereof;

19 2. Any other unauthorized products which reproduce, copy,
20 counterfeit, imitate or bear any of Plaintiffs' Properties or which picture,
21 reproduce, copy or use the likeness of or bear a substantial similarity to
22 Plaintiffs' Properties;

23 3. Any labels, packages, wrappers, containers and any other
24 unauthorized promotional or advertising material which reproduce, copy,
25 counterfeit, imitate or bear any of Plaintiffs' Properties or which picture,
26 reproduce, copy or use the likeness of or bear a substantial similarity to
27 Plaintiffs' Properties;
28

1 4. Any molds, screens, patterns, plates, negatives, machinery or
2 equipment used for making or manufacturing the Unauthorized Media Product
3 or unauthorized items which bear Plaintiffs' Properties or which bear a
4 substantial similarity to any of Plaintiffs' Properties.

5 C. That those Defendants infringing upon Plaintiffs' Properties be required
6 to pay actual damages increased to the maximum extent permitted by law and/or
7 statutory damages at Plaintiffs' election;

8 D. That actual damages be trebled pursuant to 15 U.S.C. § 1117;

9 E. That Defendants account for and pay over to Plaintiffs all damages
10 sustained by Plaintiffs and profits realized by Defendants by reason of Defendants'
11 unlawful acts herein alleged and that those profits be increased as provided by law;

12 F. That Plaintiffs recover from Defendants their costs of this action and
13 reasonable attorneys' fees; and

14 G. That Plaintiffs have all other and further relief as the Court may deem
15 just and proper under the circumstances.

16 Dated: July 20, 2011

J. Andrew Coombs, A Professional Corp.

17 By: 
18 J. Andrew Coombs
19 Nicole L. Drey

20 Attorneys for Plaintiffs Warner Bros.
21 Entertainment Inc., Disney Enterprises, Inc.
22 and The Muppets Studio, LLC
23
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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs Warner Bros. Entertainment Inc., Disney Enterprises, Inc. and The Muppets Studio, LLC, hereby demand a trial by jury of all issues so triable.

Dated: July 20, 2011

J. Andrew Coombs, A Professional Corp.

By: Nicole L. Drey
J. Andrew Coombs
Nicole L. Drey
Attorneys for Plaintiffs Warner Bros.
Entertainment Inc., Disney Enterprises, Inc.
and The Muppets Studio, LLC

EXHIBIT A**WARNER BROS.' WORKS**

<u>Copyright Registration Number:</u>	<u>Title of Work:</u>	<u>Author of Work:</u>
RE 882-805	Doc Savage: The Man of Bronze (1975)	Warner Bros. Entertainment Inc.
RE 811-078	Pretty Maids All In A Row (1971)	Warner Bros. Entertainment Inc.
PA 502-182	The Flash: Out of Control	Warner Bros. Entertainment Inc.
PA 502-182	The Flash: Watching the Detectives	Warner Bros. Entertainment Inc.
PA 502-178	The Flash: Honor Among Thieves	Warner Bros. Entertainment Inc.
PA 502-188	The Flash: Double Vision	Warner Bros. Entertainment Inc.
PA 502-180	The Flash: Sins of the Father	Warner Bros. Entertainment Inc.
PA 502-185	The Flash: Child's Play	Warner Bros. Entertainment Inc.
PA 502-186	The Flash: Shroud of Death	Warner Bros. Entertainment Inc.
PA 502-190	The Flash: Ghost in the Machine	Warner Bros. Entertainment Inc.
PA 502-187	The Flash: Sight Unseen	Warner Bros. Entertainment Inc.
PA 502-172	The Flash: Beat the Clock	Warner Bros. Entertainment Inc.
PA 502-183	The Flash: The Trickster	Warner Bros. Entertainment Inc.
PA 502-179	The Flash: Tina, is That You	Warner Bros. Entertainment Inc.
PA 502-184	The Flash: Be My Baby	Warner Bros. Entertainment Inc.
PA 502-173	The Flash: Fast Forward	Warner Bros. Entertainment Inc.
PA 502-177	The Flash: Deadly Nightshade	Warner Bros. Entertainment Inc.
PA 502-176	The Flash: Captain Cold	Warner Bros. Entertainment Inc.
PA 502-189	The Flash: Twin Streaks	Warner Bros. Entertainment Inc.
PA 502-174	The Flash: Done with Mirrors	Warner Bros. Entertainment Inc.
PA 502-175	The Flash: Goodnight, Central City	Warner Bros. Entertainment Inc.
PA 502-171	The Flash: Alpha	Warner Bros. Entertainment Inc.

PA 502-170	The Flash: The Trial of the Trickster	Warner Bros. Entertainment Inc.
PA 274-628	Superman, 7 Exciting Episodes! aka The New Adventures of Superman	Warner Bros. Entertainment Inc.
RE 594-733	Speedy Gonzales: Pancho's Hideaway	Warner Bros. Entertainment Inc.
RE 594-730	Speedy Gonzales: Road to Andalay	Warner Bros. Entertainment Inc.
RE 594-731	Speedy Gonzales: It's Nice to Have a Mouse Around the House	Warner Bros. Entertainment Inc.
RE 643-142	Speedy Gonzales: Cats and Bruises	Warner Bros. Entertainment Inc.
RE 643-144	Speedy Gonzales: The Wild Chase	Warner Bros. Entertainment Inc.
RE 643-143	Speedy Gonzales: Moby Duck	Warner Bros. Entertainment Inc.
RE 643-140	Speedy Gonzales: Assault and Peppered	Warner Bros. Entertainment Inc.
RE 643-145	Speedy Gonzales: Well Worn Daffy	Warner Bros. Entertainment Inc.
RE 643-156	Speedy Gonzales: Chili Corn Corny	Warner Bros. Entertainment Inc.
RE 643-157	Speedy Gonzales: Go Go Amigo	Warner Bros. Entertainment Inc.
RE 643-160	Speedy Gonzales: Astroduck	Warner Bros. Entertainment Inc.
RE 643-158	Speedy Gonzales: Mucho Locos	Warner Bros. Entertainment Inc.
RE 676-808	Speedy Gonzales: Mexican Mousepiece	Warner Bros. Entertainment Inc.
RE 676-806	Speedy Gonzales: Daffy Rents	Warner Bros. Entertainment Inc.
RE 676-807	Speedy Gonzales: A Haunting We Will Go	Warner Bros. Entertainment Inc.
RE 676-809	Speedy Gonzales: Snow Excuse	Warner Bros. Entertainment Inc.
RE 676-811	Speedy Gonzales: A Squeak in the Deep	Warner Bros. Entertainment Inc.
RE 676-810	Speedy Gonzales: Feather Finger	Warner Bros. Entertainment Inc.
RE 676-812	Speedy Gonzales: Swing Ding Amigo	Warner Bros. Entertainment Inc.
RE 676-814	Speedy Gonzales: A Taste of Catnip	Warner Bros. Entertainment Inc.

EXHIBIT B**WARNER BROS.' TRADEMARKS**

<u>Trademark:</u>	<u>Mark Drawing Code:</u>	<u>Trademark Registration No.:</u>	<u>Trademark Registration Date:</u>
WARNER BROS.	Typed Drawing	1,026,466	12/2/75
WB	Design Plus Words, Letters, and/or Numbers	1,992,508	8/13/96
WB	Design Plus Words, Letters, and/or Numbers	1,916,148	9/5/95
THE WB	Design Plus Words, Letters, and/or Numbers	2,626,658	9/24/02
THE WB	Design Plus Words, Letters, and/or Numbers	1,971,247	4/30/96
WB WARNER BROS.	Design Plus Words, Letters, and/or Numbers	1,969,829	4/23/96
WB WARNER BROS.	Design Plus Words, Letters, and/or Numbers	0,680,457	6/16/59
WB WARNER BROS. PICTURES INC.	Design Plus Words, Letters, and/or Numbers	0,391,866	11/25/41
WB WARNER BROS. TELEVISION	Design Plus Words, Letters, and/or Numbers	2,017,816	11/19/96
WB WARNER HOME VIDEO	Design Plus Words, Letters, and/or Numbers	2,113,882	11/18/97
WARNER HOME VIDEO	Design Plus Words, Letters, and/or Numbers	1,228,267	2/22/83
THE WB'S EASY VIEW	Typed Drawing	3,038,865	1/10/06
WB FAMILY ENTERTAINMENT	Design Plus Words, Letters, and/or Numbers	1,914,630	8/29/95
WB INTERACTIVE ENTERTAINMENT	Design Plus Words, Letters, and/or Numbers	2,912,293	12/21/04
WARNER PREMIERE	Standard Character Mark	3,383,332	2/12/08
WARNER PREMIERE	Standard Character Mark	3,455,779	6/24/08
WP WARNER PREMIERE	Design Plus Words, Letters, and/or Numbers	3,389,519	2/26/08
WP WARNER PREMIERE	Design Plus Words, Letters,	3,450,210	6/17/08

	and/or Numbers		
WB RECORDS	Design Plus Words, Letters, and/or Numbers	3,399,349	3/18/08
WARNER BROS. SOUND EFFECTS LIBRARY	Typed Drawing	1,978,089	6/4/96
WI WARNER INDEPENDENT PICTURES	Design Plus Words, Letters, and/or Numbers	3,064,440	2/28/06
ACME	Typed Drawing	2,862,993	7/13/04
ACME COMMUNICATIONS	Typed Drawing	2,659,944	12/10/02
BEL AIR ENTERTAINMENT	Design Plus Words, Letters, and/or Numbers	2,735,208	7/8/03
CARTOON MONSOON	Typed Drawing	2,833,336	4/13/04
DVD DECISION	Typed Drawing	3,056,160	1/31/06
FLIX FROM THE FROG	Typed Drawing	2,975,170	7/26/05
IN2 TV	Design Plus Words, Letters, and/or Numbers	3,309,058	10/9/07
KIDS' WB!	Words, Letters, and/or Numbers in Stylized Form	2,414,304	12/19/00
KIDS' WB!	Design Plus Words, Letters, and/or Numbers	2,939,416	4/12/05
KIDS' WB!	Design Plus Words, Letters, and/or Numbers	2,002,980	9/24/96
MOVIES THAT POP	Standard Character Mark	3,331,533	11/6/07
PLATINUM SERIES	Typed Drawing	1,914,657	8/29/95
PREMIERE COLLECTION	Typed Drawing	3,087,859	5/2/06
T TELEPICTURES PRODUCTIONS	Design Plus Words, Letters, and/or Numbers	1,999,334	9/10/96

EXHIBIT C
DISNEY'S WORKS

<u>Copyright Registration:</u>	<u>Title of Work:</u>	<u>Author of Work:</u>
R 557922	Song of the South	Disney Enterprises, Inc.
PA 141-442	Tron	Disney Enterprises, Inc.
RE 571-202; RE 571-203; RE 571-204	Dr. Syn: The Scarecrow of Romney Marsh	Disney Enterprises, Inc.
PA 286-102	Adventures of the Gummi Bears: A New Beginning	Disney Enterprises, Inc.
PA 286-094	Adventures of the Gummi Bears: The Sinister Sculptor/Zummi Makes It Hot	Disney Enterprises, Inc.
PA 286-094	Adventures of the Gummi Bears: Someday My Prints Will Come/Can I Keep Him?	Disney Enterprises, Inc.
PA 286-101	Adventures of the Gummi Bears: A Gummi in a Gilded Cage	Disney Enterprises, Inc.
PA 286-093	Adventures of the Gummi Bears: The Oracle/When You Wish Upon a Stone	Disney Enterprises, Inc.
PA 286-097	Adventures of the Gummi Bears: A Gummi by Any Other Name	Disney Enterprises, Inc.
PA 286-099	Adventures of the Gummi Bears: Loopy, Go Home/A-Hunting We Will Go	Disney Enterprises, Inc.
PA 286-100	Adventures of the Gummi Bears: The Fence Sitter/Night of the Gargoyle	Disney Enterprises, Inc.
PA 286-095	Adventures of the Gummi Bears: The Secret of the Juice	Disney Enterprises, Inc.
PA 286-104	Adventures of the Gummi Bears: Sweet and Sour Gruffi/Duel of the Wizards	Disney Enterprises, Inc.
PA 286-091	Adventures of the Gummi Bears: What You See Is Me/Toadie's Wild Ride	Disney Enterprises, Inc.
PA 286-092	Adventures of the Gummi Bears: Bubble Trouble/Gummi in a Strange Land	Disney Enterprises, Inc.
PA 286-103	Adventures of the Gummi Bears: Light Makes Right	Disney Enterprises, Inc.
PA 310-591	Adventures of the Gummi Bears: Up, Up, and Away	Disney Enterprises, Inc.
PA 311-063	Adventures of the Gummi Bears: Faster Than a Speeding Tummi	Disney Enterprises, Inc.

1	PA 311-064	Adventures of the Gummi Bears: For a Few Sovereigns More	Disney Enterprises, Inc.
2	PA 311-065	Adventures of the Gummi Bears: Over the River and Through the Trolls	Disney Enterprises, Inc.
3	PA 310-590	Adventures of the Gummi Bears: You Snooze, You Lose	Disney Enterprises, Inc.
4	PA 311-072	Adventures of the Gummi Bears: The Crimson Avenger	Disney Enterprises, Inc.
5	PA 312-016	Adventures of the Gummi Bears: A Hard Dazed Knight	Disney Enterprises, Inc.
6	PA 312-048	Adventures of the Gummi Bears: Do Unto Ogres	Disney Enterprises, Inc.
7	PA 312-050	Adventures of the Gummi Bears: For Whom the Spell Holds	Disney Enterprises, Inc.
8	PA 313-552	Adventures of the Gummi Bears: Little Bears Lost	Disney Enterprises, Inc.
9	PA 317-129	Adventures of the Gummi Bears: Guess Who's Gumming to Dinner?	Disney Enterprises, Inc.
10	PA 317-130	Adventures of the Gummi Bears: My Gummi Lies Over the Ocean	Disney Enterprises, Inc.
11	PA 1-149-375	Adventures of the Gummi Bears: Too Many Cooks/Just a Tad Smarter	Disney Enterprises, Inc.
12	PA 1-125-855	Adventures of the Gummi Bears: If I Were You/Eye of the Beholder	Disney Enterprises, Inc.
13	PA 1-110-863	Adventures of the Gummi Bears: Day of the Beevilweevils	Disney Enterprises, Inc.
14	PA 1-125-810	Adventures of the Gummi Bears: Water Way to Go	Disney Enterprises, Inc.
15	PA 1-110-863	Adventures of the Gummi Bears: Water Way to Go/Close Encounters of the Gummi Kind	Disney Enterprises, Inc.
16	PA 1-119-694	Adventures of the Gummi Bears: Close Encounters of the Gummi Kind	Disney Enterprises, Inc.
17	PA 1-125-811	Adventures of the Gummi Bears: Snows Your Old Man	Disney Enterprises, Inc.
18	PA 1-118-780	Adventures of the Gummi Bears: Boggling the Bears	Disney Enterprises, Inc.
19	PA 1-114-313	Adventures of the Gummi Bears: The Knights of Gummadoon	Disney Enterprises, Inc.
20	PA 1-118-758	Adventures of the Gummi Bears: Mirthy Me	Disney Enterprises, Inc.
21	PA 1-112-812	Adventures of the Gummi Bears: Gummi Dearest	Disney Enterprises, Inc.

EXHIBIT D**DISNEY'S TRADEMARKS**

Trademark	Mark Drawing Code	Trademark Registration No.	Trademark Registration Date
WALT DISNEY	Typed Drawing	1,267,000	11/22/83
WALT DISNEY	Standard Character Mark	3,917,336	2/8/11
WALT DISNEY	Standard Character Mark	Serial Number 77,225,318	n/a
WALT DISNEY PRESENTS	Words, Letters, and/or Numbers in Stylized Form	0,826,419	3/28/67
CASTLE DEVICE	Design Only	Serial Number 77,154,442	n/a
BUENA VISTA HOME ENTERTAINMENT	Standard Character Mark	3,946,630	4/19/11
BUENA VISTA	Typed Drawing	1,570,700	12/12/89
VISTA SERIES	Typed Drawing	2,805,355	1/13/04
TOUCHSTONE	Typed Drawing	1,536,119	5/31/88
TOUCHSTONE	Design Plus Words, Letters, and/or Numbers	3,588,875	3/10/09
TOUCHSTONE	Typed Drawing	1,539,650	5/16/89
TOUCHSTONE	Design Plus Words, Letters, and/or Numbers	1,534,696	4/11/89
CIRCLE DEVICE	Design Only	1,322,622	2/26/85
DISNEY	Typed Drawing	2,888,282	9/28/04
DISNEY	Typed Drawing	3,235,413	4/24/07
DISNEY	Typed Drawing	3,410,201	4/8/08
DISNEY	Standard Character Mark	Serial Number 77,098,343	n/a

D DISNEY FAMILY MOVIES	Design Plus Words, Letters, and/or Numbers	3,764,357	3/23/10
DISNEY DVD IMAGINE, LAUGH & LEARN	Standard Character Mark	3,512,512	10/7/08
DISNEY FAIRIES	Standard Character Mark	3,532,716	11/11/08
DISNEY'S FAST PLAY	Design Plus Words, Letters and/or Numbers	3,197,261	1/9/07
DISNEY'S HOLLYWOOD STUDIOS	Standard Character Mark	Serial Number 77,247,032	n/a
DISNEY IMAGINATION	Standard Character Mark	Serial Number 77,722,264	n/a
DISNEY JUNIOR	Standard Character Mark	Serial Number 85,154,260	n/a
DISNEY JUNIOR	Design Plus Words, Letters, and/or Numbers	Serial Number 85,058,885	n/a
DISNEY MAGIC CONNECTION	Standard Character Mark	Serial Number 77,287,627	n/a
DISNEY MANIA	Standard Character Mark	3,687,985	7/14/09
DISNEYNATURE	Standard Character Mark	3,835,650	8/17/10
DISNEYNATURE	Standard Character Mark	3,870,914	11/2/10
DISNEY PRINCESS	Standard Character Mark	3,577,933	2/17/09
DISNEY SPOTLIGHT	Standard Character Mark	Serial Number 85,307,725	n/a
DISNEY STAR	Standard Character Mark	Serial Number 77,608,335	n/a
DISNEY STUDIO ALL ACCESS	Standard Character Mark	Serial Number 85,170,654	n/a
DISNEY STYLE	Standard Character Mark	Serial Number 85,035,726	n/a
DISNEY XD	Design Plus Words, Letters, and/or Numbers	Serial Number 77,478,247	n/a
DISNEY XD	Words, Letters, and/or Numbers in Stylized Form	3,778,757	4/20/10
DISNEY XD	Standard Character Mark	3,779,166	4/20/10

1	DISNEY XD	Words, Letters, and/or Numbers in Stylized Form	3,761,634	3/16/10
2	DXD	Standard Character Mark	3,705,751	11/3/09
3	XD	Standard Character Mark	3,782,344	4/27/10
4	HOUSE OF MOUSE	Typed Drawing	2,565,232	4/30/02
5	MICKEY MOUSE CLUB	Typed Drawing	2,278,297	9/14/99
6	TOON DISNEY	Typed Drawing	2,457,669	6/5/01
7	WALT DISNEY FAMILY FOUNDATION	Standard Character Mark	Serial Number 77,608,719	n/a
8	WALT DISNEY FAMILY FOUNDATION MEDIA	Standard Character Mark	Serial Number 77,608,742	n/a
9	WALT DISNEY FAMILY MUSEUM	Standard Character Mark	3,886,911	12/7/10
10	WALT DISNEY FAMILY MUSEUM	Standard Character Mark	3,904,845	1/11/11
11	MOVIES. MAGIC. MORE.	Standard Character Mark	Serial Number 77,237,775	n/a
12	MOVIES. MAGIC. MORE.	Standard Character Mark	Serial Number 77,237,789	n/a
13	THE DISNEY CHANNEL	Typed Drawing	1,343,334	6/18/85

EXHIBIT E
MUPPETS' WORKS

<u>Copyright Registration Number:</u>	<u>Title of Work:</u>	<u>Author of Work:</u>
PA 240-375	Muppet Babies: Gonzo's Video Show	The Muppet Studio, LLC
PA 239-179	Muppet Babies: Good, Clean Fun	The Muppet Studio, LLC
PA 277-234	Muppet Babies: Snow White and The Seven Muppets	The Muppet Studio, LLC
PA 276-828	Muppet Babies: I Want My Muppet TV	The Muppet Studio, LLC
PA 317-034	Muppet Babies: Kermit Goes to Washington	The Muppet Studio, LLC
PA 408-117	Muppet Babies: My Muppet Valentine	The Muppet Studio, LLC
PAu 1-230-649	Muppet Babies: Six to Eight Weeks	The Muppet Studio, LLC

EXHIBIT F**MUPPETS' TRADEMARKS**

<u>Trademark:</u>	<u>Mark Drawing Code:</u>	<u>Trademark Registration No.:</u>	<u>Trademark Registration Date:</u>
MUPPETS	Standard Character Mark	3,211,969	2/20/07
MUPPETS	Standard Character Mark	3,185,469	12/19/06
MUPPETS	Standard Character Mark	3,773,542	4/6/10
MUPPETS	Standard Character Mark	Serial Number 77,892,766	n/a
MUPPETS	Typed Drawing	0,949,135	12/19/72
THE MUPPET SHOW	Standard Character Mark	Serial Number 77,882,285	n/a
THE MUPPET SHOW	Typed Drawing	1,127,688	12/11/79
MUPPET FEST	Standard Character Mark	Serial Number 77,746,000	n/a
BEAR IN THE BIG BLUE HOUSE	Design Plus Words, Letters and/or Numbers	3,228,908	4/10/07
BEAR IN THE BIG BLUE HOUSE	Design Plus Words, Letters and/or Numbers	3,477,981	7/29/08
BEAR IN THE BIG BLUE HOUSE	Standard Character Mark	3,477,980	7/29/08
BEAR IN THE BIG BLUE HOUSE	Typed Drawing	2,411,459	12/5/00
BEAR IN THE BIG BLUE HOUSE	Standard Character Mark	3,214,156	2/27/07

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Stephen V. Wilson and the assigned discovery Magistrate Judge is Fernando M. Olguin.

The case number on all documents filed with the Court should read as follows:

CV11- 6019 SVW (FMOx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

J. Andrew Coombs (SBN 123881)
 Nicole L. Drey (SBN 250235)
 J. Andrew Coombs, A P. C.
 517 E. Wilson Ave., Suite 202
 Glendale, California 91206
 Telephone: (818) 500-3200
 Facsimile: (818) 500-3201

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

Warner Bros. Entertainment Inc. (see
 attachment)

Plaintiff(s)

v.

Danny Garcia (see attachment)

Defendant(s)

CASE NUMBER:

CV 11-06019 SVW (FMOX)

SUMMONS

TO: THE ABOVE-NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED and required to file with this court and serve upon plaintiff's attorney
J. Andrew Coombs, whose address is:

J. Andrew Coombs, A P. C.
 517 E. Wilson Ave., Suite 202
 Glendale, California 91206

an answer to the ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim
 which is herewith served upon you within 21 days after service of this Summons upon you, exclusive
 of the day of service. If you fail to do so, judgment by default will be taken against you for the relief
 demanded in the complaint.

CLERK, U.S. DISTRICT COURT

SEAL

Date: **JUL 21 2011**

By: **JULIE PRADO**
 Deputy Clerk

(Seal of the Court)

SUMMONS

SUMMONS ATTACHMENT

Warner Bros. Entertainment Inc., Disney Enterprises, Inc., and The Muppets
Studio, LLC,

Plaintiffs,

v.

Danny Garcia; Albert Martinez, an individual and d/b/a Remember Me DVD
and www.rememberme-dvd.com and Does 1 through 10, inclusive,

Defendants.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Warner Bros. Entertainment Inc., Disney Enterprises, Inc., and The Muppets Studio, LLC	DEFENDANTS Danny Garcia; Albert Martinez, an individual and d/b/a Remember Me DVD and www.rememberme-dvd.com and Does 1 through 10, inclusive
(b) County of Residence of First Listed Plaintiff (Except in U.S. Plaintiff Cases): Los Angeles	County of Residence of First Listed Defendant (In U.S. Plaintiff Cases Only):
(c) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) J. Andrew Coombs (SBN 123881) / Nicole L. Drey (SBN 250235) J. Andrew Coombs, A Professional Corporation 517 E. Wilson Ave., Suite 202 Glendale, California 91206 / Telephone: (818) 500-3200	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 1</td> <td style="width:10%;">DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%;">PTF <input type="checkbox"/> 4</td> <td style="width:10%;">DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

IV. ORIGIN (Place an X in one box only.)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify):	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No ☐ MONEY DEMANDED IN COMPLAINT: \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Copyright Infringement 17 U.S.C. §§ 101 et seq.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities /Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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VIII(a). IDENTICAL CASES: Has this action been previously filed and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s):

FOR OFFICE USE ONLY: Case Number: CV11-06019

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(b). RELATED CASES: Have any cases been previously filed that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: List the California County, or State if other than California, in which EACH named plaintiff resides (Use an additional sheet if necessary)
☐ Check here if the U.S. government, its agencies or employees is a named plaintiff.

Los Angeles

List the California County, or State if other than California, in which EACH named defendant resides. (Use an additional sheet if necessary).
☐ Check here if the U.S. government, its agencies or employees is a named defendant.

Los Angeles (All Defendants)

List the California County, or State if other than California, in which EACH claim arose. (Use an additional sheet if necessary)
 Note: In land condemnation cases, use the location of the tract of land involved.

Los Angeles

X. SIGNATURE OF ATTORNEY (OR PRO PER):

Nicole L. Dey

Date 7/20/11

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))